THE PROFESSION AND THE CRISIS .. .. p. 635
LAYING OF SEWERS AND WATER MAINS THROUGH PRIVATE LANDS .. p. 636

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VOL. LXXV. **Saturday, September 26, 1931.** No. 39

Current Topics: Economising in Witnesses' Expenses — The Second Finance Bill — Freak Charitable Bequests—Treasure Trove in London City—Legal and Illegal Evasion of Tax—Are Lawyers Mercenary?—Registered Architects—Criminal Law in the Crown Colonies 633
Criminal Law and Practice 635
The Profession and the Crisis .. 635
Laying of Sewers and Water Mains through Private Lands 636
Domicil and Divorce Decrees .. 637
Company Law and Practice 638
A Conveyancer's Diary 639
Landlord and Tenant Notebook .. 640
Our County Court Letter 640
Practice Notes 642
Points in Practice 643
Notes of Cases—
T. W. Bennett & Co. Ltd. *v.* Smith 645
Raymond *v.* Wooten 645
In Lighter Vein 645
Parliamentary News 646
Legal Notes and News 648
Stock Exchange Prices of Certain Trustee Securities 648

Current Topics.

Economising in Witnesses' Expenses.

AT THE London Sessions on 22nd September, the Chairman put forward the suggestion of dispensing with grand juries during the present national emergency, a measure which would lead to a substantial economy of public funds. The Bill, which later became the Criminal Justice Act, 1925, provided for the entire abolition of grand juries at sessions, but the proposal was defeated on a free vote of the House of Commons by 184 to 149. Perhaps the present Parliament would be better disposed to dispensing with what has become a fifth wheel to an overloaded coach. Another very great economy could be effected by making s. 13 of that Act really operative. As the clause stood in the Bill there was machinery for taking the defendant's plea before committal for trial. Some genius in Committee got the necessary words struck out, with the result that it is a highly intricate and much-controverted question of law how far the section is workable. In practice it is given but little effect. The point will be found discussed in notes to ss. 13 and 19 of the Act in "Lieck and Morrison's Criminal Justice Acts," 2nd ed.

The Second Finance Bill.

ON THE whole the second Finance Bill has added to the burden of the taxpayer even more than Mr. SNOWDEN foreshadowed in his Budget speech. The already badly hit parent is the subject of a further limitation which will deprive many from claiming relief in respect of children at all. As our readers well know, this relief was not granted in the past where the child possessed income in its own right exceeding £60 per annum. The new Finance Bill reduces this limitation to £50, and thus will rule out the many children who possess annuities of £52 a year. The fact that industry is not to receive the additional allowance of 10 per cent. in respect of wear and tear until 1932-33 means that it will have to bear the extra tax without any compensating relief in 1931-32, which will probably be the worst year in industrial history. We hope that the memorandum on the subject by the Institute of Taxation may induce the Chancellor of the Exchequer to consider favourably the suggestion that the granting of the relief should synchronise with the levying of the increased tax and thus give effect to Mr. SNOWDEN'S expressed desire to help industry.

Freak Charitable Bequests.

IN THESE days when everyone should "pull his weight" at useful and productive work, a minor economy in the way of revising the law concerning unprofitable trusts may be suggested. Recently the details of a bequest were published in which the testator had left money to disseminate a particular theory he held as to the fall and regeneration of mankind. In *Farrer* v. *St. Catherine's College, Cambridge* (1873) L.R. 16 Eq. 19, Lord SELBORNE, L.C., in observing on a gift of money for essays upon "the consistency or inconsistency of the law of primogeniture with the dictates of nature as well as to the spirit and precepts of the Christian religion," said: "One cannot help thinking it is a strong example of the inconvenience of the state of the law which forces on the public gifts of very doubtful public utility." In *Re Grove-Grady* [1929] 1 Ch. 557, RUSSELL, L. J., expressed an opinion to the same effect, remarking that "a decision benevolent to one doubtful charity has too often been the basis of a subsequent decision still more benevolent in favour of another." In effect, the money and energy spent on unprofitable "charities" held to be within Lord MACNAGHTEN'S ruling in *Commissioners, etc.* v. *Pemsel* [1891] A.C. 531, at p. 583, involve waste which might be curtailed if, for example, the views of Lord BRAMWELL in that case (see especially pp. 564–6) were now adopted. This, of course, would require legislation, but there should be no particular difficulty in drafting a bill to this end. Possibly trusts in favour of that form of militant sectarianism in which one body of persons professing Christianity fights the doctrines of another might be excluded. If one testator gives a fortune to a Protestant body engaged in showing that Roman Catholic doctrines are blasphemous fables and dangerous deceits, and the next testator gives an equally large sum to the Roman Catholic Church to combat Protestantism, the two bequests cancel out in converts and perverts, according to the point of view, and nobody ultimately benefits except the officials of the two societies. Similarly, a bequest to the Medical Research Defence Society, which might well be a good charity, as one formed to enable doctors to continue research for the health of mankind, would be nullified by one to an Anti-Vivisection Society, specially held to be a good charity in *Re Foveaux* [1893] 2 Ch. 501. BRAMWELL, B., in *Pemsel*, said: "I believe that in all cases of propagandism there is mixed up a wish for the prevalence of those opinions we entertain because they are ours." This may be very natural, but the idea underlying the word "charity" is something

beneficial to the community. If, then, it is beneficial to abolish Protestantism, a bequest to a body formed to uphold it is positively mischievous, and the same is true of Romanism, etc.

Treasure Trove in London City.

THE SUBJECT of treasure trove has been prominently before public attention of late—chiefly by reason of the official notice circulated some weeks ago to antiquarian societies, boy scout organisations and other associations of persons likely to make discoveries of gold and silver coins and other objects which may come under the description of "treasure trove." In an article which appeared in THE SOLICITORS' JOURNAL on 9th May last, the whole subject was fully explained, and it was pointed out that the Crown's title might be displaced by showing a grant of franchise to treasure trove to a subject or a community, e.g., to the lord of a manor or to a municipal corporation. A mere general grant of franchise would not, however, be sufficient to pass a right to treasure trove without express mention. In this connexion it is interesting to note that the Corporation of the City of London enjoy an ancient franchise of treasure trove which explains the notice exhibited outside the Bank of England, pointing out that any treasure trove found in the City of London is the right of the Corporation, and that the discovery must be reported to the Town Clerk at Guildhall. The official notice circulated by the Treasury therefore has no bearing upon treasure found within the confines of the City of London. "Treasure," as has frequently been pointed out, only includes gold and silver coins and objects. It does not cover copper or bronze or precious stones.

Legal and Illegal Evasion of Tax.

IT IS true that the heavier the tax becomes the greater will be the evasion, and it is certain that a considerable amount of legal and illegal evasion is taking place at the present time. At the close of the war, with taxation in this country at its highest point, official witnesses before the Royal Commission on the Income Tax estimated that no less than £500,000,000 of income had escaped assessment. The methods of the Inland Revenue officials are not always conducive to taxpayers, who have made false returns in the past, to make voluntary confessions and restitution. Solicitors know well that many such taxpayers, at a time like this, would be glad to make good their tax defalcations of more prosperous times. In a letter to *The Times* last week Mr. RONALD STAPLES made the suggestion that the Chancellor of the Exchequer should institute a "time sanctuary" for persons who had defrauded the Revenue, during which period those who voluntarily confessed and made full restitution would be immune from publicity or proceedings. There seems to be much to commend the scheme, not only because of the estimated yield of £15,000,000 to £25,000,000, but because it would afford an opportunity to many defaulters to clear their consciences and to the Revenue to gather in much tax which otherwise would never reach them.

Are Lawyers Mercenary?

A DISTINGUISHED French writer, in comparing the legal systems of his own country and England, after asserting that in the matter of eloquence English advocates must yield precedence to those of France, adds that they must do so also in the matter of disinterestedness. "*Le mot de Petit-Jean : pas d'argent, pas de suisse*," he says, "*est beaucoup trop réel chez nos voisins et l'etiquette du barreau est singulièremont mercantile . . . Si les auteurs consignes ont souvent raillé nos avocats, du moins ne le les a-t-on jamais accusés de rapacité.*" We are sometimes told that it is salutary to see ourselves through others' eyes, but we can comfort ourselves by the reflection that our neighbours' vision is not always perfect, and misjudgments are not uncommon. Surely it is so in the language used by the French critic, when he implies that English lawyers can be accused of a lack of disinterestedness, if not actually of rapacity. No one who is familiar with the legal profession in England, and this includes both branches, can be unaware of the large amount of work done by them without fee or reward. Time and again during recent years eminent leaders of the Bar have given their services in poor persons cases, and the extent to which solicitors give theirs in the same class of case is now generally recognised. Not very long before his lamented death, the late Sir HENRY MADDOCKS, K.C., was engaged in a poor person's case the trial of which occupied no fewer than ten days, and that is only one of many similar cases of advocates and solicitors rendering gratuitous service to their poor clients. But even before the days of "the poor person," instances of disinterestedness were by no means rare. It is on record that Lord Justice KAY, while still at the Bar, directed his brief fee to be cut down by a third as that marked was in his view too large. One of the present distinguished occupants of the Bench when at the Bar and a leader in the very front rank insisted upon returning a very large proportion of his fee, when, after proceeding for a short time, the case was settled. All this does not look very much like "*rapacité.*"

Registered Architects.

WE CONGRATULATE the promoters of the measure which survived the usual "slaughter of innocents" and is now on the statute-book under the title of the Architects' Registration Act. It is all to the good that a body of highly-trained professional men should thus be recognised, and should be placed in a position to protect themselves and their calling (or "science" shall we not say) from empiricism. It is, indeed, surprising that so great a profession should not long since have taken the step which has now been taken and obtain the statutory recognition which has been secured by other bodies by no means entitled to rank in learning and skill with architects. So we offer our congratulations and good wishes for the future of a profession the members of which are often engaged side by side with members of the legal profession in work that is of the highest national importance. One criticism we have heard—and one only—upon this measure. Who was it that hit upon the unhappy title "registered architect"? It would surely have been possible to find a more dignified name? It savours too much of the "registered plumber" and should be altered without delay into something that sounds more professional!

Criminal Law in the Crown Colonies.

THAT CRIMINAL law can be laxly and unreasonably administered in the Crown Colonies is evidenced by the *Knowles Case* in Ashanti in 1928, and by the recent revelations as to the slovenly extradition procedure in Trinidad in the case *Kossekechatko and Other Fugitives* from the French penal settlement in Guiana. If "East Africa" (4th June, 1931) is right there is another case demanding the scrutiny of the home authorities. A Mr. MORRISON was convicted in Tanganyika of homicide and sentenced to five years' imprisonment. His application for leave to appeal is said to have been refused by the trial judge. We are not conversant with the law and practice in our East African colonies, but experience in this country shows very clearly the necessity of an easily accessible Court of Criminal Appeal. If criminal appeals are not possible in East Africa, they ought to be. If they are they ought not to be capable of being blocked by the trial judge. We are, of course, basing our comments on the assumption that "East Africa's" note on the matter is accurate, and must not be taken as commenting adversely upon the judge concerned. But the case is certainly one where the facts should be published.

Criminal Law and Practice.

PALM PRINTS.—There was a novelty in evidence at the Old Bailey recently when a man who pleaded guilty to charges of housebreaking and shopbreaking was said to have been traced not only by his finger prints but also by a palm print. A police inspector said that palm prints identification had been studied for some time, but this was the first occasion it had been introduced into court.

A correspondent in the *Daily Mail*, however, who served as a police officer in South Africa, writes to say that palm prints have already been employed suncessfully there.

Finger prints are commonly said to be infallible, although that can hardly be proved; and in any case additional factors to make assurance doubly sure will always be welcomed by cautious people who dread even a very rare miscarriage of justice. Moreover, criminals are nowadays very much on their guard about finger prints, and it is possible that occasionally there may be a palm print where no finger prints are to be traced.

In the East, where many men go barefooted, foot prints have been used successfully as means of identification; and even the marks of a boot or shoe are capable of assisting investigation. What the police should do, and what they generally do in fact, is to employ all possible means of identification by all bodily characteristics, especially those which experience shows to be unlike in individuals. These are usually conclusive, and only when they are absent do the less satisfactory methods of proof by wearing apparel and similar articles become necessary.

FELO-DE-SE.—Suicide is an odd affair altogether. In some societies it is regarded as honourable and satisfactory; some people profess to regard it as a matter only for the individual concerned, and of no proper interest to anyone else.

Most people, in our country at all events, think it an offence against religion, manhood, decency and good order, but in law it is no offence.

It would be difficult of course to make it punishable, except indirectly by such methods as indignity of burial or vicarious shame.

Modern ideas however are not in tune either with punishment by burial at cross-roads or by degradation of a dead man's relatives, and barbarous retaliations of this description, while hardly likely to deter others, certainly can have no improving effect upon the mind of the transgressor.

Paradoxically perhaps, an unsuccessful attempt to commit an act which is no offence is a punishable crime.

That punishment in ninety-nine cases out of a hundred takes the form of preventive precautions against a repetition of the attempt.

There was once a case—practically unique—of a man who insisted on pleading guilty to an attempt to kill himself and stated, as was the fact, that he had genuinely tried to hang himself in order to annoy his wife, but that case furnishes a very rare instance of a sentence of imprisonment being passed in a case of attempted suicide.

It is not always appreciated that it is no crime to say that one is going to kill oneself.

When people take to saying this their friends, if they have any, generally consult a doctor, who may—or may not—be able to effect a remedy.

Often enough, despite precautions, a poor over-driven mind contrives to carry out its purpose and coroners' courts continue to express the pious belief that such are the acts of insanity.

But what of the friendless man? He perhaps cannot be detained for insanity and though he may be talking wildly in order to create a sensation, he may on the other hand really mean to do what he says.

In a recent case such a man was charged, and it was proved that a deadly poison had been carried by him habitually. The mere threat or the mere intention is no crime, and as the evidence completely failed to prove anything in the way of an attempt to carry out the threat, the charge was perforce dismissed.

The poison which had come to light was discreetly, if unlawfully, confiscated, but within forty-eight hours of his release the man carried out his threat.

If it is to the interest of society to protect people against themselves it will be necessary to legislate to that effect, and to give to courts some power of detention and supervision, where a man's own words disclose a possibility of his attempting his own life.

Existing powers of remand in custody provide no help, as a man cannot be retained in custody legally when no valid crime can be alleged against him, and if he has no friend to watch him and no doctor will certify him insane, it is left to him to decide the question of his own existence.

The Profession and the Crisis.

THE legal profession, as such, has no direct method of helping the nation in the present crisis, like doctors with panel practices, who have consented to submit to reduced fees and so to some extent relieve the Exchequer. Judges and those holding legal appointments under Government are exceptions. The judges have not, in the current phrase, "made a song" about their sacrifice of income, so it remains for others to point out that a considerable proportion of them gave up big practices at the Bar on the faith that they would receive the full salaries which have now been severely cut down. Unlike judges, however, the two branches of the profession are paid by their clients, and a reduction of their fees would not directly benefit the national finances.

In the circumstances, Lord WRENBURY, in an interesting letter to *The Times*, published 25th August, after mentioning the re-opening of the Stock Exchange on Saturdays, has suggested that the public would benefit if the courts also resumed their Saturday sittings, which gradually and unofficially were abolished so lately as in the present century. A practitioner who signs himself "Sixty-six" makes the counter-suggestion that the curtailment of the Long Vacation would be a more effective reform. Another correspondent, "Practising Barrister," puts forward the expedient of transferring the functions of the Court of Criminal Appeal to the judges of the Court of Appeal, who perhaps are underworked.

The reasons which have impelled those in authority at the Stock Exchange to resume the Saturday openings hardly apply to the Courts of Justice. The Stock Exchange must be quick to respond to movements of securities, both in Europe and America, and the interval between Friday evening and Monday morning retarded its proper reactions. No such considerations apply to legal business. The hearing of cases at the earliest possible moment after they are ready, however, is of public benefit for two reasons, first, to prevent injustice (which, however, is largely averted by the granting of interim injunctions at the shortest notice), and, secondly, to assure certainty in trade and business. Uncertainty as to the validity of a patent, for example, or of a contract, may retard many important operations and check enterprise, and that uncertainty must continue until a court terminates it by pronouncing judgment. Then again, the legatees under a will may be anxious to make use of their money by business investment, but cannot do so if their rights are doubtful, and the court to which they refer the matter is too congested with its arrears for an early hearing.

The profession, therefore, can help the course of business and indirectly contribute to the prosperity of the country by

speeding up the hearing of the cases in the courts. The only way this can be done without a larger staff of judges, which the country cannot afford, is by longer sittings. Five hours on five days a week for little more than two-thirds of the year no doubt leaves a considerable margin for increase. Such increase could be made by one or more of three methods, namely, increase of the hours on the ordinary days when the courts are sitting; Saturday sittings, as Lord WRENBURY recommends; and the curtailment of vacations. On the whole, perhaps the plan of "Sixty-six" to curtail the Long Vacation may be preferred to that of Lord WRENBURY if the choice is given. Mr. GREENWOOD, the taxing-master, has found a table of hours for judges' offices in the forties of last century, from which it appears that the Crown Office and those of the Masters in Chancery were open eight hours a day for six days in the week. These were not court hours, but, within living memory, Lord JESSEL began to be somewhat fidgety at three o'clock on Saturday afternoons, and would intimate that he proposed to take no further cases that day. Perhaps it is not too much to say that those who cannot leave off their work before one o'clock on Saturday afternoons now consider themselves rather unlucky, and a day ending after three o'clock would not be considered a half-holiday at all. In fact, those who have to work on Saturday mornings are anxious to get away at the earliest possible moment, and also to avoid the crush of other people leaving their offices, with a necessarily adverse effect on concentration. With everybody in the court wanting to be elsewhere as soon as possible, litigants would hardly feel that their cases had received the proper attention, and in any case sittings could certainly not be prolonged to beyond one o'clock on Saturdays. If the courts sat from the beginning of October, however, there could be no such feeling, for those working would be conscious that holidays were over, and everybody else was doing the same.

The Long Vacation is of course an anachronism with which we dealt at some length in a previous article (70 SOL J. 867). Legal reformers of the type of JEREMY BENTHAM were of opinion that there was no valid reason why the department of government concerned with justice should not function all the year round, save for public holidays, like other departments, but he was before his time, for the public was apathetic. Indeed, perhaps it remains so.

In any adjustment of the court hours, the present luncheon interval, which is ridiculously short, should be lengthened to an hour, the court sitting earlier or later to adjust the difference. The interval in Mr. GREENWOOD'S table, indeed, was for two hours, from two to four.

Longer hours of court might entail some sacrifice of leisure to the profession, but, except for those with fixed salaries, like judges, more work would in the ordinary case be accompanied by greater profits, unless fees were reduced. It is of course open to any individual who finds himself with an increased income to hand over a hundred or any less percentage of the increase to Mr. SNOWDEN, who has avowed his willingness to receive uncovenanted benefits of this kind. Some reduction of fees, however, might perhaps benefit both the public and the profession. Even a 10 per cent. reduction would represent a sacrifice half that of the judges. It is perhaps on these lines of self-sacrifice that the profession can best contribute their assistance in the crisis, for the Chancellor certainly cannot be expected to reduce court fees at this juncture. To work harder for the same income, or a lessened income, is to make a disagreeable form of sacrifice, but it is one imposed on civil servants and judges and the forces of the Crown, so may equitably be shared by others, if the sacrifice is to the general good. The lessening of the costs of litigation, and the speeding-up of the work of the courts, were deemed urgent problems, even before the August crisis, and their solution is now more imperative than ever.

Laying of Sewers and Water Mains through Private Lands.

PUBLIC sewers are laid by local authorities (urban and rural) under the provisions of the Public Health Acts. Water undertakers may lay water mains through private lands either by virtue of a licence or easement specifically granted by the landowner or under express powers conferred by statute. Water undertakers may be divided broadly into two classes: (*a*) local authority, including water boards, and (*b*) company undertakers. The powers of the former are more extensive than the latter class.

The Waterworks Clauses Act, 1847 (10 and 11 Vict. c. 17), by s. 28, which applies to both classes, authorises water undertakers to break up public streets and lay mains and other works therein. Section 29, however, provides that this shall not empower them to lay down pipes and other works in any land not dedicated to public use without the consent of the owners and occupiers thereof, except that they can enter and lay new pipes in place of existing pipes already lawfully laid therein. Thus water undertakers who do not fall within the category of a local authority under the Public Health Acts (and have not express powers by private Act), must acquire the necessary lands or easements to enable them to lay mains through private lands.

Where undertakers do acquire easements for such purposes they are bound by the provisions contained in the deed of grant, and must comply with all the terms and conditions thereof. The deed or other instrument, in addition to the grant of easement for the original laying of mains, usually provides for the entry upon the lands at all reasonable times thereafter for purposes of inspection, cleansing, repair and renewal of the mains. If the instrument did not make such provision it will, it is submitted, be implied by law; for "whoever grants a thing is supposed also tacitly to grant that without which the grant itself would be of no effect" (11 Rep. 52). See also the old case of *Pomfret* v. *Ricroft* (1669), where it was observed by TWYSDEN, J., that: "If a man gives me a licence to lay pipes of lead in his land to convey water to my cistern, I may afterwards enter and dig the land to mend the pipes, though the soil belongs to another and not to me" (1 Wms. Saund. 321).

Although local authorities can, if they wish, acquire lands and easements in a similar manner to the water companies, yet in their case they have valuable powers under the Public Health Acts not possessed by the companies. The powers of laying sewers and water mains possessed by local authorities under these Acts are identical; they can, therefore, be conveniently considered together. Thus, by s. 54 of the Act of 1875, it is provided that 'where a local authority supply water within their district, they shall have the same powers and be subject to the same restrictions for carrying water mains within or without their district as they have and are subject to for carrying sewers."

For the powers relating to the carrying of sewers reference must be made to s. 16 of the same Act, and, so far as sewers outside the local authority's district are concerned, to s. 32.

By s. 16 a local authority may not only carry a sewer through, across or under any road or street or place laid out as or intended for a street, but "after giving reasonable notice in writing to the owner or occupier (if on the report of the surveyor it appears necessary) into, through or under any lands whatsoever within their district."

It will be seen that so far as local authorities are concerned, this section abrogates the effect of the provisions of s. 29 of the Waterworks Clauses Act, 1847, whereby water undertakers cannot lay mains in private streets without consent.

It must not be overlooked, however, that the private Acts of many water undertakers, both company and local authority, contain provisions empowering them to lay pipes in private

streets where the owner or occupier of any premises abutting on or being erected therein make application for a water supply to such premises. Furthermore, a general authority is now conferred on local authority undertakers by s. 80 of the Public Health Act, 1925 (15 and 16 Geo. 5, c. 71), enabling them to lay down, maintain, and repair pipes in private streets, as if s. 29 of the Act of 1847 "had been excepted, from incorporation with the Acts relating to the local authority." But these powers do not apply to private streets used for the purposes of any railway, canal, inland navigation, dock or harbour unless the consent of the statutory owners liable to repair the same is obtained. This consent is not to be unreasonably withheld and the Minister of Health has power to determine the question of reasonableness.

The powers conferred by s. 16 are very extensive as they apply to "any lands whatsoever within their district." The conditions to be observed before the exercise of the powers are: (1) the surveyor must report that it is necessary to go through the lands; (2) the local authority must decide upon such report to construct such sewer accordingly; (3) reasonable notice in writing must be given to the owner or occupier. If the surveyor's report be not made or the notice in writing not given the local authority may be restrained by injunction from constructing the sewer through private lands (*New River Co.* v. *Ware Union R.S.A.* (1883), L.J., N. of C. 20; *Lewis* v. *Weston-super-Mare L. Bd.* (1888), 40 Ch. D. 55; 59 L.T. 769). It is not necessary that the notice be accompanied with a map (*Cleckheaton Industrial Self-Help Society* v. *Jackson* (1866), 14 W.R. 950).

In view of the powers conferred by s. 16, local authorities proposing to lay sewers or water mains need not acquire the land through which they are to go, nor yet purchase an easement therein, albeit this may at times be the more convenient course to adopt. The only legal obligation, however, is one of making compensation for the damage done by the laying of the sewer or water main. This was formerly ascertained, failing agreement, by arbitration under s. 308 of the Public Health Act, 1875, unless the amount claimed did not exceed £20 when a court of summary jurisdiction was the tribunal.

The provisions of s. 308 must now be deemed to be superseded in this respect by the Acquisition of Land (Assessment of Compensation) Act, 1919, 9 & 10 Geo. 5, c. 57. This Act provides by sub-s. (1) of s. 1, that where by any statute land is authorised to be acquired compulsorily by any local authority any question of disputed compensation is to be determined by one of the official arbitrators under the Act. By s. 12, sub-s. (2) "land" is defined to include "Water and any interests in land or water and any easement or right in, to, or over land or water." It was held in the case of *Thurrock Grays and Tilbury Joint Sewerage Board* v. *Thames Land Co. Ltd.* (1926), 90 J.P. 1; 23 L.G.R. 648, that the Act applies to the assessment of compensation in respect of the laying of a sewer (and thus of a water main) under the provisions of the Public Health Acts. The practical result is that the landowner gets considerably less compensation.

With regard to the laying of a sewer or water main outside the district of the local authority the requirements of s. 32 as to advertisements, notices and plan must be observed.

In view of the burden on the land the provisions of s. 18 of the Act of 1875 should not be overlooked. This section gives power to a local authority from time to time to enlarge, lessen or alter the course of or improve or discontinue any sewer, and consequently any water main. It must also be remembered that s. 26 of the same Act forbids the erection (without the written consent of the local authority) of any building over a sewer under a penalty of £5 and a daily penalty of 40s., and the authority are empowered to pull down such building and recover the expenses in a summary manner from the offender (*ibid.*).

Water undertakers are also entitled to prevent the placing of any building or erection over their water pipes which will practically obstruct the exercise of their easement or make it substantially more difficult or expensive to exercise it. See *Goodhart* v. *Hyett* (1884), 25 Ch. D. 182; approved and applied in the case of *Metropolitan Water Board* v. *London and North Eastern Railway Company* (1924), 131 L.T. 123.

Domicil and Divorce Decrees.

No chapter in modern English law is more interesting than the history of the steady acquisition by domicil of supremacy over other tests of jurisdiction in matrimonial causes. The courts at one time inclined to the view that the right to divorce depended on the terms of the marriage contract and, therefore, upon the law under which the marriage was celebrated (Dicey, Con. of Laws, p. 286, *n* (i)). The *lex loci* was, however, superseded by the acceptance of residence, i.e., a real residence and not a mere transitory sojourn—as a test of jurisdiction. On this basis was formulated the theory of "a matrimonial domicil." It was thought that a domicil, sufficient as a foundation for divorce proceedings, could be more easily acquired than a "domicil" in the ordinary acceptation of the term, and that the courts of that country in which the matrimonial home was for the time being situate had jurisdiction to divorce, provided that such residence had not been acquired solely for the purpose of invoking the jurisdiction.

Lord Penzance, in language that has become historic, asserted the claims of domicil in 1872 in the case of *Wilson* v. *Wilson*, L.R. 2 P. & D. 435, 442:—

> "It is the strong inclination of my own opinion that the only fair and satisfactory rule to adopt on this matter of jurisdiction is to insist on the parties in all cases referring their matrimonial differences to the courts of the country in which they are domiciled. Different communities have different views and laws respecting matrimonial obligations, and a different estimate of the causes which should justify divorce. It is both just and reasonable therefore that the differences of married people should be adjusted in accordance with the laws of the community to which they belong and dealt with by the tribunals which alone can administer those laws. An honest adherence to this principle, moreover, will preclude the scandal which arises when a man and woman are held to be man and wife in one country and strangers in another."

The theory of "matrimonial domicil" was destroyed by the masterly judgment of Lord Watson in *Le Mesurier* v. *Le Mesurier* [1895] A.C. 517, and the principle has now been decisively established that the English courts have no jurisdiction to pronounce a decree of divorce *a vinculo* unless the parties are domiciled, in the fullest sense of the term, within the jurisdiction at the time when the proceedings are commenced: see also *Lord Advocate* v. *Jaffrey* [1921] 1 A.C. 146. The authority of domicil as a test of jurisdiction has now been extended to suits for judicial separation (*A.-G. for Alberta* v. *Cook* [1926] A.C. 444), where it was held that a decree for judicial separation under s. 15 of the Matrimonial Causes Act, 1857, which is in force in Alberta, does not entitle a wife to acquire a domicil different from that of her husband so as to sue for divorce in a court other than that of his domicil, and to actions for nullity, whether on the ground of illegality or resolutive informality (*Salvesen* or *Von Lorang* v. *Administrator of Austrian Property* [1927] A.C. 641), or on the ground of impotence (*Inverclyde* v. *Inverclyde* [1931] P. 29). In cases of nullity, the *res* is the status of "marriage" or "celibacy." There has been, moreover, a progressive recognition by the English courts of the universal efficacy of foreign decrees for the dissolution of marriage pronounced by the courts of the country where the parties are domiciled as being judgments determining status, and, therefore, *in rem*.

The old insular position that only an English court can dissolve an English marriage has been abandoned. The decisions up to 1857 were largely influenced by the fact that English marriages were till that date indissoluble except by legislative act. But modern authorities on the point are clear. *Bater* v. *Bater* [1906] P. 209, may be taken as an example. The parties, who were English, were married in England in 1880 and lived together there till 1886. In that year the husband petitioned the English court for divorce on the ground of his wife's adultery with B. The petition was dismissed, equally with a counter-petition by the wife on the ground of cruelty, as both the adultery and the cruelty were established. In 1889 the husband went to New York, where he applied for letters of naturalisation. In 1890 his wife followed him there. The intention of both parties was to get divorce proceedings carried through. Mrs. Bater, in particular, proposed, if the divorce succeeded, to return to England and marry B. Mr. Bater sued his wife and obtained a decree in a New York court on a ground sufficient by New York, though insufficient by English, law for that purpose. She married B—*ex abundanti cautelâ* in New York—in 1893. In subsequent proceedings in England, the Divorce Court held that both the American divorce and the wife's marriage with B were valid. The husband's domicil in New York was genuine. The wife was not guilty of collusion in going to New York and availing herself of her husband's domicil there as her own for the purpose of the divorce proceedings: see also *Salvesen* v. *Administrator of Austrian Property, ubi supra*, at p. 673.

> "The principle, therefore, applied that the court of the existing *bonâ fide* domicil for the time being of the married pair has jurisdiction over persons originally domiciled in another country to undo a marriage solemnised in that other country."

In *Ogden* v. *Ogden* [1908] P. 46, LORD GORELL, P., threw out the suggestion that where a marriage contracted and binding in England is declared null by a foreign court, e.g., in France, at the instance of the husband, who marries again within the foreign jurisdiction, the English Divorce Court should assume jurisdiction over a suit for divorce by the wife, by treating her as having an independent domicil in her own country, sufficient to support the proceedings.

Action on these lines was taken by Sir SAMUEL EVANS, P., in *Stathatos* v. *Stathatos* [1913] P. 46, and *De Montaign* v. *De Montaign, ib.*, p. 154. But considerable doubt has been thrown on the soundness of this assumption of jurisdiction by the *dicta* of some of the Law Lords in *Salvesen* v. *Administrator of Austrian Property, ubi supra*. "Dicey" points out (p. 421) that questions of some nicety as regards the recognition of foreign decrees of divorce may arise where nationality and domicil differ, but expresses the view that English courts would solve the difficulty

> "by treating any divorce as valid which is granted by the Divorce Court of the country where the parties are domiciled, on the English theory of domicil."

Company Law and Practice.

XCVI.

(*Continued from* p. 624.)

JUST AND EQUITABLE.—III.

THERE is one particular type of case in which the court has felt itself bound to take some notice of the internal affairs of companies, loth as it is to do so as a rule. When there is a complete deadlock, so that nothing can be done and no business can be transacted, the court will pronounce a winding up order. The first reported case of this nature is *re Sailing Ship Kentmere Co.* [1897] W.N. 58, before VAUGHAN WILLIAMS, J., and it has been followed many times since, as, for instance, in *re Yenidjie Tobacco Co.* [1916] 2 Ch. 426, referred to in this column last week, and *re American Leather Co.* [1918] 1 Ch. 556; this ground for winding up may be put on the analogy to partnership, which has been previously discussed, but it would appear to be capable of being supported, even apart from the law of partnership, on general principles, because of the absurdity of allowing a trading concern to continue in existence when it is not possible for it to trade.

This brings us to another instance of the application of the just and equitable clause: that class of case where, as it has been compendiously expressed, the substratum of the company has gone. It is very common, especially at the present day, to give the company an objects clause in its memorandum which is very wide in its terms, and, indeed, one sometimes sees an objects clause which practically authorizes the company to carry on any form of business known to mankind, and, one might also add, even some forms which are not. But, in spite of this diversity of enterprise, it is not difficult in most cases to pick out some object which is in particular the main object of the company, and where this object has become impossible of attainment, the court will be prepared to say that the substratum of the company has gone, and that it is just and equitable that it should be wound up. *Re Amalgamated Syndicate* [1897] 2 Ch. 600 is a good illustration of a company the memorandum of which was in the widest possible terms, so much so that VAUGHAN WILLIAMS, J., says of the object clauses after the first three, that it was impossible to suggest any business which would not be within them if they were to be regarded as defining objects in succession to the primary and principal objects, but he refused so to regard them, and construed them merely as general powers providing for the execution by the Company of matters incidental to its main objects. The first three object clauses provided for the acquisition of the undertakings of three companies, the main objects of each of which were adventures in connection with seats and other accommodation for the Diamond Jubilee; so that when the jubilee was over there was certainly a strong case to be made out for the substratum having gone. In order to determine what the main objects of the company are, the memorandum of association must be looked at, and a prospectus cannot be used for the purpose of interpreting it (see per JESSEL, M.R., in *re German Date Coffee Co., infra*, at p. 184).

Conveniently reported in the same volume are two cases where winding up orders were made on the ground that the respective substrata had gone: *re Haven Gold Mining Co.*, 20 Ch. D. 151, and *re German Date Coffee Co.*, 20 Ch. D. 169. In the former of these two cases, a company had been formed, the object of which was, as held by JESSEL, M.R., to be the working of a gold mine under a particular piece of land; but it subsequently transpired that there was no right or title acquired by the company, though originally it had been thought that the company had some rights. At p. 163 JESSEL, M.R., says: "Well, then, is it to be tolerated that a majority of the shareholders of a company should bind the minority to go on when they have no title at all, merely because they think it possible they may get a title?"; and he subsequently expresses his conclusion that it is not to be tolerated, and that a winding up order ought to be made, in which he is supported by BRETT and LINDLEY, L.JJ.

In the latter case, *re German Date Coffee Co.*, the memorandum stated the object of the company to be to acquire certain inventions for manufacturing from dates a substitute for coffee, for which a patent had been or would be granted in Germany to H, and also any other patents to be granted to H in Germany, and to make and use the said inventions, or any improvement therein, or modification thereof. Various other objects were set out in the memorandum, but it is hardly necessary here to concern oneself with them. The fact was that when the company was formed the patent referred to had not been granted and the application therefor was, at some time or

another, refused. The company established a factory at Hamburg in anticipation of the grant of the German patent for the manufacture of date coffee, and they did actually manufacture it there, and make a profit by the selling of it, though of course it was not made under the patent, as none had been granted. Two contributories then presented a petition for winding up, and an order was made on the ground indicated above that the substratum had gone. "Its business" says JESSEL, M.R., at p. 186, "was not to make a substitute for coffee from dates, but to work a German patented invention in Germany; to work it under the monopoly granted by the German government to the patentee, and not to enter into any such business generally. Therefore the shareholders have a right to say, and the minority of the shareholders have a right to say, 'We did not enter into partnership on these terms.' It was not a general partnership to make a substitute for coffee from dates, but to work a particular patent, and as that particular patent does not exist, and cannot now exist, they are entitled to say the company ought to be wound up." These decisions may seem, at the present day, to be somewhat severe, but one observation that may be made in this connection is that the objects clauses of companies are at the present day usually framed to give more latitude, in that it is at least attempted, with what success we cannot tell until a decision is given with regard thereto, to make the principal objects of the company embrace a much wider field than they did in the older forms of memorandum.

(*To be continued.*)

A Conveyancer's Diary

The Over-reaching Powers under the 1925 Legislation.

Pursuing this subject further with regard to the over-reaching powers conferred by the L.P.A. by reference to the S.L.A., I propose to consider some other cases of interest upon the question of who is or has the powers of a tenant for life.

Last week I dealt with *Re Waleran Settled Estates* [1927] 1 Ch. 522, where there was a term of years created for the purpose of securing the payment of the income of the settled estates to two persons during their joint lives and to the survivor during his or her life and it was held that the survivor was a person having the powers of a tenant for life under s. 20 (1) (viii) of the S.L.A.

That brings me to a case where a long term of years was created by a settlement in priority to life interests: *Re Earl of Stamford & Warrington; Payne* v. *Grey* [1927] 2 Ch. 217.

The facts in that case were that immediately before the commencement of the L.P.A. certain estates stood limited to trustees for a term of 1,000 years and on the expiration of that term and in the meantime subject thereto the estates were limited as to one moiety to H for life with remainders over, and as to the other moiety to G for life with remainders over. The trusts of the 1,000 years term were to receive the rents and profits and apply the same in payment of incumbrances with a power for the trustees to sell or exchange.

The question which arose in those circumstances was, what happened on the 1st January, 1926?

There are two points of view, each involving subsidiary questions. I will put them shortly—

(1) The property vested under the L.P.A., 1st Sched., Pt. IV, para. (1) in either (*a*) the trustees of the will; or (*b*) the Public Trustee, upon the statutory trusts; or

(2) The property was settled land and vested under L.P.A., 1st Sched., Pt. II, paras. 3, 5 and 6 (*c*), in (*a*) the two persons, H and G, as persons who together constituted the person on whom the powers of a tenant for life are conferred by virtue of the S.L.A., s. 20 (1) (viii); or (*b*) in the trustees of the will as statutory owners by virtue of the S.L.A., s. 23 (1) (*b*).

Russell, J., in his judgment, dealt first with the question whether Pt. IV of the First Schedule to the L.P.A. applied, and held that it did not, but that if it did, sub-para. (4) of para. 1 was applicable, so that the property vested (if at all, under Pt. IV) in the Public Trustee.

The learned judge dealt at some length with the question whether Pt. IV applied, and based his decision that it did not mainly upon the construction to be put upon the introductory sentence—"Where immediately before the commencement of this Act land is held at law or in equity in undivided shares vested in possession, the following provisions shall have effect." The main point, of course, was, what meaning should be given to the words "shares vested in possession," or rather to bring it down to the smallest compass, what, in this enactment does "in possession" mean? In holding that that expression was not used merely as in contradistinction to "in remainder," his lordship, after referring to the definition of "possession" in s. 205 (xix), said: "It seems to me, therefore, that I must read para. 1 as including and referring to possession by the receipt of rents and profits as opposed to physical possession. It also, of course, no doubt, refers to possession as opposed to 'in reversion and 'in remainder': but, in my opinion, para. 1 refers to a condition of affairs where both elements are present—namely, first, the absence of any antecedent freehold estate, and secondly, immediate beneficial enjoyment by possession, physical or notional; and accordingly Pt. IV does not apply to the present case." The learned judge went on to say that in case the matter should go higher he thought it well to express his view that if Pt. IV did apply, sub-para. 4 of para. 1 was applicable, which would result in the legal estate vesting in the Public Trustee, and not in the trustees of the will, upon the statutory trusts.

It being held, then, that the property was settled land, it remained to consider whether the trustees were statutory owners, or whether the persons entitled (after the expiration of the 1,000 years term) to the income in equal moieties were persons having the powers of a tenant for life.

The learned judge decided that question in favour of the trustees being statutory owners. His lordship held that H and G could not claim to be persons having the powers of a tenant for life under s. 20 (1) (viii) of the S.L.A. Reading the plural, by virtue of the Interpretation Act, the sub-section would read "persons entitled to the income of land under a trust or direction for payment thereof to them during their own lives." In this case there was no such direction because the word "land" does not include an undivided share in land, and his lordship said: "You cannot, in my opinion, satisfy the word 'land' in the section by producing and adding together two moieties of land, when undivided shares of land are, in terms, excluded from the definition of 'land' in the S.L.A., 1925."

It followed in this case that the land was settled land, but there was no tenant for life or person having the powers of a tenant for life, and consequently the land vested in the trustees, who had the powers of a tenant for life under s. 23 (1) (*b*) of the S.L.A.

There is a later case in which a similar question arose: *Re Stevens and Dunsby's Contract* (1928), W.N. 187.

In that case a testator gave his real estates to trustees upon trust out of the net rents to apply certain sums of money for the maintenance and benefit of his children and grandchildren and to accumulate and invest the residue of the income, and out of such accumulations to pay off the mortgages on his estate, and when the mortgages should have been paid off to pay the income to the testator's grandchildren in equal shares, and after the death of the surviving grandchild upon trust for sale.

Romer, J., following *Re Earl of Stamford and Warrington*, decided that Pt. IV of the 1st Sched. to the L.P.A. did not

apply. His lordship also held that the land was settled land under S.L.A., s. 1 (1), being "limited in trust for persons by way of succession." The question then remaining was, of course, who had the powers of a tenant for life. With regard to that, the learned judge distinguished *Re Earl of Stamford and Warrington* on the ground that there the land was settled (subject to the term) in undivided shares, whilst in the instant case there was a settlement of the entirety. Consequently it was held that the testator's grandchildren were persons entitled under S.L.A., s. 20 (1) (viii), and therefore had the powers of a tenant for life.

It seems, therefore, that if in *Re Earl of Stamford and Warrington* the land had been devised to trustees upon trust to pay the income to H and G in equal shares, those persons would have come within s. 20 (1) (viii) and had the powers of a tenant for life.

Landlord and Tenant Notebook.

The Stamping of Agreements.

Although advocates no longer take objections to the admissibility of documents not properly stamped, and although private individuals are entitled, in the case of penal enactments, to the benefit of the doubt when there is doubt, it is always advisable to look carefully into the question whether an instrument relied upon bears whatever stamp it should bear. The present crisis is not likely to make associates and registrars less vigilant in observing their duties of protecting the Revenue in this respect.

In the case of an agreement for a lease, the question usually argued is whether a particular document is an instrument (this expression includes "every written document": Stamp Act, 1891, s. 122) expressing agreement, or whether it merely amounts to a proposal by one of the parties. In *Doe d. Bingham* v. *Cartwright* (1820) 3 B. & Ald. 326, the point was raised, the facts being simply that a draft had been prepared by the landlord for signature by the tenant and by a surety, that the tenant had inspected and approved the draft and gone away promising to return with the surety, but had never done so. He had, however, been permitted to occupy. It is not surprising that the draft was held to represent an offer only. Nearer the border-line was *Laing* v. *Smith* (1862) F. & F. 97; the action was brought by an ex-tenant to recover a deposit repayable at the end of the tenancy. It appeared that when she had taken the premises, the defendant, at the conclusion of the negotiations, had asked her to write to him, expressing assent to the terms, and she had done so. At the hearing, her counsel was pressed to put the letter in, and did so. The report does not state how it was worded, but, at all events, an officer of the court drew attention to the fact that it was not stamped. Bramwell, B., then asked the plaintiff whether there was any further writing, in reply to which she said that when she next saw the defendant he had told her that he agreed to the terms of her letter. The learned judge, after consulting with certain of his colleagues, ruled that the document was a proposal.

But it is not only the tenure of the document that may be the decisive factor; even if it does signify acceptance rather than offer, it may escape liability on the score of incompleteness. This point is neatly illustrated by two cases which were decided within two days of one another. In *Ramsbottam* v. *Tunbridge* (1814) 2 M. & S. 434, the document was a piece of paper handed by an auctioneer to an intending tenant, the successful bidder at a sale, adequately describing parcels, naming term and rental, and mentioning the defendant's name. It was not signed. This, said Lord Ellenborough, was merely collateral to the taking, and was no more than if the auctioneer had stated the terms. But in *Ramsbottam* v. *Mortley*, *ibid.*, p. 445, a similar paper had been signed by the auctioneer, and this was held to evidence a material part of the agreement and thus to be inadmissible for want of a stamp. It is of importance to note that Dampier, J., dealing with a point that the agreement might not be enforceable in the absence of evidence satisfying the Statute of Frauds, said that that matter was not material to the issue; for, in the case of *Chadwick* v. *Clarke* (1845) 1 C.B. 700, it was held that a draft agreement assented to by both parties, representing thus the result rather than a stage in the negotiations, was inadmissible without a stamp, though never signed.

These cases were applied in *Hawkins* v. *Ware* (1825) 3 B. & C. 690, an action for replevin in which the amount of the rental was in dispute. The plaintiff had held over at the termination of a lease a few years previously, and had since been in negotiation for a new grant. A draft had twice been altered, but never executed. Both parties now sought to use as evidence unstamped documents issued by the defendant and his bailiff. The defendant tendered a receipt for an amount consistent with his allegations, and this was rejected although not produced by a party setting up payment in answer to a claim. The plaintiff, on the other hand, was able to use a document in the nature of a demand—one might call it a *pro forma* invoice—in order to rebut evidence given for the landlord.

Though agreement may not be in issue and may admittedly be evidenced by documents, questions may yet arise as to whether the agreement is one for a lease, thus bringing into discussion the fundamental nature of the relationship of landlord and tenant. It has been held by the High Court in *Jones* v. *Commissioners of Inland Revenue, Sweetmeat Automatic Delivery Co.* v. *Same* [1895] 1 Q.B. 484, that the Stamp Act, 1891, does not apply the rates applicable to leases to every document expressed in terms appropriate to a lease. Though "rent" may be payable quarterly, and the "term" be renewable and liable to forfeiture, an agreement to pay a telephone company for private lines is not a "lease or tack"; nor does an agreement by a railway company to permit the placing of penny-in-the-slot machines on stations, reserving the right to direct on what part of the platform they shall be placed, satisfy the requirement of exclusive occupation.

Our County Court Letter.

POSSESSION OF LICENSED PREMISES.

The grounds upon which the above may be recovered were recently considered at Bury St. Edmunds County Court in *Greene, King & Sons, Ltd.* v. *Bullock*, in which the plaintiffs' case was that the business of the "Pickerel Inn" had been carried on in a manner detrimental to the public interest, within the Rent, &c., Restrictions Act, 1920, s. 5 (1) (i). The premises were rented at £18 a year, and the plaintiffs had previously applied to the Ixworth bench for an order, without success, although the magistrates had complained of not being able to obtain a midday meal at the house. Evidence for the plaintiffs was given by the acting clerk to the Ixworth justices, and also by another solicitor, who had been referred to a shop elsewhere for a meal while motoring. The plaintiffs contended that the defendant was more suited to a village public-house, but he had refused offers of transfers to other premises. The defendant's case was that he had been a tenant of various houses of the plaintiffs for twenty-three years (including seven years in his present house) and no complaints had been made until August, 1930. He was always willing to supply meals, when ordered beforehand, and the alternative accommodation was not reasonable, as (1) he would not be able to find room for all his furniture in the house offered, (2) the turnover would not provide a living for himself and his family. His Honour Judge Hildersley, K.C., was satisfied that the defendant was not sufficiently enterprising, but (while sympathising with the plaintiffs) he could not hold that they reasonably required the premises, and judgment was therefore given for the defendant, with costs.

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£5 5s. REWARD offered for the first-received INFORMATION of the PLACES and DATES of the MARRIAGES of JOHN and MARTHA CHENEY, or of WILLIAM and MARGARET CHENEY, which took place, about the years 1624-1626, probably in Berkshire or Wiltshire.—W. T. T. Elliott, 40, Westbourne Park-road, W.2.

WILL any Solicitor or other person who can give information with regard to a Will which may have been made by HAROLD FREDERICK MAPPIN, late of Sheffield, communicate with Lewis & Lewis, of 10, 11 & 12, Ely-place, London, E.C.1.

IF CONSTANCE MILDRED LAWRENCE (widow) and Florence Ruth Goddard (wife of Walter Goddard), the children of William Halford, Merchant, who died a widower, on 21st July, 1915, at 4, Bishopsgate, London, aged 78, or their heirs and successors, will COMMUNICATE with the Acting Master of the Special Court of Swaziland, Mbabane, they will hear of something to their advantage.

WILL WILLIAM J. RITCHEY, or anyone knowing his whereabouts, please write to WALTER A. RITCHEY, care of Lee Davis, Caldwell, Ohio, U.S.A.?

ALEXANDER GEORGE MACKAY, otherwise ALASTAIR GEORGE MACKAY, son of Alexander Murdoch Mackay and Ann Mackay, née Pugh, who left England probably between 1895 and 1900, or any descendants or anyone having any KNOWLEDGE of his WHEREABOUTS is requested to COMMUNICATE with Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, Solicitors, 45, Russell-square, London, W.C.1, England.

MRS. MAUD DRUMMOND, formerly of 6, Lincoln-street, Sloane-square, S.W.3, understood to have been a nurse at Hawick, N.B., during the war, or anyone knowing of her whereabouts, please write to J. C. and A. Steuart, W.S., 25, Rutland-street, Edinburgh.

RE FRED LESLIE BROWN, deceased, formerly of the Igna Engineering Co., Ltd., of Dudley, and who frequently resided at the Palace Hotel, London, and Yenton Hotel, Erdington, Birmingham.—Will anyone able to give INFORMATION concerning the ESTATE of the above please COMMUNICATE with Bailey, Cox & Co., 10A, Temple-row, Birmingham?

RE GORDON RUSSELL, Deceased.—Will any SOLICITOR or other person having KNOWLEDGE of any WILL made by the above-named deceased, late of "Goodtrees" Cowden, Kent, and 36, Sydney-street, Chelsea, S.W.3, who died on the 5th day of July, 1931, please COMMUNICATE with BARRY O'BRIEN & CO., Solicitors, of 32, Victoria-street, Westminster, S.W.1.

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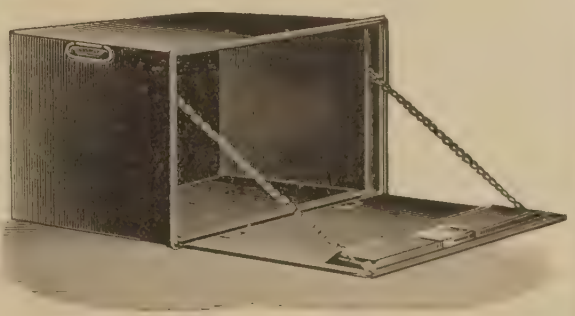

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WIVES' CLAIMS TO HUSBANDS' ASSETS.

(*Continued from* 75 Sol. J. 305.)

II.

Reserved judgment was recently given at Hull County Court in *Beck* v. *Stickney*, in which the applicant claimed £2,000, being the value of six acres of land and six houses which (although her property) had been sold without her authority by the respondent (as Official Receiver) in realising her husband's estate in bankruptcy. The applicant contended that (1) the properties should never have been included in the estate, and (2) the bankrupt, whose only interest in the property was that of a manager and agent on her behalf, had conspired with the respondent and two solicitors to effectuate the sale, as the deeds were in the bankrupt's name. The defence was that (1) during the bankruptcy proceedings the applicant had neither claimed the property nor alleged that the same had been purchased by the bankrupt as her agent, (2) the property was mortgaged, and an independent valuation showed that the equity was worth not more than £10, which was the amount realised on the sale. His Honour Judge Beazley remarked that (1) there was no evidence of conspiracy, which ought not to have been alleged, (2) only the equity of redemption (and not the property itself) had been sold, (3) the applicant and the bankrupt had failed to realise that, in view of the mortgages, the equity was of little value. Judgment was therefore given for the respondent, with costs.

THE REMUNERATION OF ENGINEERS.

The advisability of having a clear agreement with regard to the above was recently illustrated at Leeds County Court in *Henry* v. *Hope Furnace Co., Ltd.* The claim was for £130 as arrears of wages and expenses under an agreement whereby the plaintiff became a whole-time employee (as engineer and supervising erector) at a yearly salary of £416 with a travelling allowance of £2 a week. This was alleged to have been agreed with the defendants' managing director, who shortly afterwards had a severe illness, whereupon the chairman asked the plaintiff to manage the business, collect debts, and erect new plant. The defendants' case was that the plaintiff had only canvassed for orders on commission, and (as he was an iron-founder and not an engineer) no question ever arose of putting him in control of the business. The chairman's evidence was that a salary was never mentioned at his interview with the plaintiff, and, although the latter had been given a cheque, this was in respect of castings made by another company in which the plaintiff had once been interested. The managing director's evidence was that (1) the payments were made to the plaintiff on account of castings made by another company in anticipation of orders, (2) his own mental powers had been unaffected by illness or drink. Corroborative evidence having been given on the latter point, His Honour Judge Woodcock, K.C., held that he could not accept the plaintiff's version of the first interview, and judgment was therefore given for the defendants, with costs.

HOSPITAL TREATMENT OF INFECTIOUS DISEASES.

A question of civil liability for the above was recently considered at Clerkenwell County Court in *London Fever Hospital* v. *Applebaum*, in which the claim was for £34 2s. 6d. as the cost of maintenance of the defendant's daughter. The latter was a Liverpool medical student, but, while visiting friends in London she had contracted typhoid fever and was removed to a nursing home. Eventually she was removed to the hospital, where she remained from the 6th October to the 27th November, and the defendant had already paid £22 18s., which he suggested was a handsome voluntary contribution. The case for the Committee was that, although the institution was supported by voluntary contributions, a charge of seven to ten guineas a week was made for typhoid cases, which were kept in separate rooms. The defendant contended, however, that the hospital charges should not be on the nursing home scale, and the patient had moreover been detained without her parent's consent. His Honour Judge H. J. Rowlands inquired whether part of the claim could be waived, as the patient was herself a medical student, but it was stated that all aspects of the case had been fully considered before action. Judgment was therefore given for the plaintiffs, with costs. The above constituted a variation of the problem with which many hospitals are confronted, viz., the recovery of expenses relating to motor accident casualties, in respect of which the injured often fail to express adequate financial recognition of the treatment received.

Practice Notes.

ESTATE AGENTS' COMMISSION.

(*Continued from* 75 Sol. J. 506.)

IV.

In *Simpson & Chorley* v. *Pontin*, recently heard at Exeter County Court, the claim was for £18 15s., as commission upon £750, for which sum the defendant had sold his house, following the introduction of the purchaser by the plaintiffs. The defendant's case was that he had substituted his own poster for that of the plaintiffs, whose introduction was not the effective cause of the sale. Corroborative evidence was given by (1) the purchaser, who stated that, except for supplying the price and promising him the house in two or three days, the plaintiffs never gave him any information, e.g., as to the accommodation; (2) the purchaser's father-in-law, who stated that, having seen a sale notice in the window, he himself had put the defendant into communication with his son-in-law. His honour Judge the Hon. W. B. Lindley observed that the crux of the case was whose bill had been noticed, and, having concluded that it was the plaintiffs' bill, he gave judgment for the amount above, with costs.

DISPOSAL OF DEPOSIT ON NON-COMPLETION.

In *Pitcher* v. *Samson*, at Cardiff County Court, the plaintiff claimed £25, being the return of a deposit paid on a house which he had agreed to buy from a client of the defendant, an estate agent. The purchase was not completed, however, and it was held by His Honour Judge Thomas that the defendant, having acted as stakeholder, was liable to return the deposit to the plaintiff. This decision has been reversed in the Divisional Court, where Mr. Justice Talbot pointed out that the plaintiff had no cause of action against the defendant, and Mr. Justice Finlay concurred in allowing the appeal—judgment being entered for the defendant, with costs.

LIABILITY FOR INSTALMENT DELIVERIES.

Reserved judgment was recently given at Selby County Court in *Kirby* (*Selby*) *Limited* v. *Kirby*, in which damages were claimed for failure to take delivery of flour under two contracts. The first was dated June, 1930, and was for the purchase of eighty sacks at 33s. 6d., while the second was dated October, 1930, and was for the purchase of 100 sacks at 28s. There had been deliveries of sixty sacks under the first contract, but none under the second, as the plaintiffs were entitled either (*a*) to require payment before delivery, or (*b*) to sell the flour and recover the difference in price. The defendant's case was, however, that latitude had been allowed (as regards the time for taking delivery) in the previous course of dealing, and the plaintiffs' departure from this practice constituted a repudiation of the contracts. His Honour Judge Beazley overruled this contention, and held that the previous circumstances did not vary or detract from the plaintiffs' rights. The claim therefore succeeded, except as to the item for selling costs at 1s. per sack, and judgment was given for the plaintiffs for £26, with costs.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Amalgamation of Private Companies.

Q. 2288. The accountants of two manufacturing private limited companies, each with small capital, and each in effect a one-man company, have decided that an amalgamation of those companies is desirable, and I have been instructed to take steps to form a new company to take over the shares of the two companies. I have made a suggestion that the desired object might be effected more simply if the proprietor of A company sold one-half the shares to the proprietor of B company, and the proprietor of B company reciprocated, each proprietor thus holding one-half of the shares of each company. Each proprietor would enter into an agreement to hold the shares on behalf of his company. As the shares are practically of no value, the stamp duty on the transfers would be small. Can you see any advantage in going to the expense of forming a holding company.

A. The only apparent advantage in forming a holding company is that duplication will be avoided in such matters as filing annual returns, holding meetings, keeping accounts and payment of secretaries and auditors—from which point of view the proposal would seem to be detrimental to the accountants. The profit earned by a holding company might also be subject to income tax at a higher rate than if it were divided between two companies, each one of which would be able to claim its own deductions and allowances. A holding company would be able to obtain improved credit through being able to offer the combined assets as security, but, in the event of trading difficulties being encountered, it might be an advantage to keep the liabilities of each company separate. The result is that the advantages to be gained are not sufficient to outweigh the expense of forming a holding company.

Widower's Liability for Wife's Rent.

Q. 2289. A and B are husband and wife respectively. B obtained a separation order against her husband in the police court under which A was ordered to pay her the sum of 25s. a week. Since the order B entered into an agreement to rent a dwelling-house, and she has now died intestate owing eleven months' rent and without any effects whatsoever. At the date of her death A was substantially in arrear with payments under the order. Has B's landlord any remedy against A for the recovery of the arrears of rent?

A. Under the Supreme Court of Judicature (Consolidation) Act, 1925, s. 194 (1) (*b*), a wife, during a judicial separation, is considered a *feme sole* for the purpose of contract, and the husband is not liable in respect of her contracts, but proviso (i) states that, where alimony has not been duly paid by the husband, he shall be liable for necessaries supplied for the use of the wife. Lodging is a necessary, and, as A is in arrear under the magistrates' order, he is liable for B's rent under the above section, as the Summary Jurisdiction (Married Women) Act, 1895, s. 5 (*a*), provides that a separation order shall have the effect of a decree of judicial separation.

Appointment of Custodian Trustee.

Q. 2290. A testatrix who died recently leaving residuary estate to a female infant aged eighteen appointed two persons executors and trustees. These gentlemen will prove the will, but do not wish to remain as trustees of the infant's property during her minority or until marriage. Can they after payment of funeral expenses, debts and duties as executors properly appoint a bank as custodian trustee of the infant's property, and incidentally pay to the bank out of the residue a fee for taking over the trust, and agree with the bank for deduction of a percentage out of income during the continuance of the trust?

A. If the residue is given direct to the infant and not to the executors in trust for the infant, the executors are empowered by s. 42 of the A. of E.A., 1925, to appoint a custodian trustee. If the gift is to trustees the latter can retire and appoint. They have, however, no authority to saddle the estate with the fees of a trust corporation. This objection does not apply to the appointment by retiring trustees of the Public Trustee: see s. 5 of the Public Trustee Act, 1906, and sub-s. (4) as to notice of proposed appointment to be given to guardians. If the residue was given direct to the infant, it is considered the executors will automatically become trustees when the estate is administered (*Re Smith Henderson: Roe* v. *Hitchins*, 42 Ch.D. 302), and could retire and appoint two new trustees or the Public Trustee, or even a trust corporation (if the fees could be provided for); though in case of a pecuniary legacy the only alternative to acting under s. 42 is payment into court (*Re Solomons* [1920] 1 Ch. 290).

Lien for Garage Expenses.

Q. 2291. In September, 1930, A left with B (who is a garage proprietor) a car which he required to garage. A charge of 12s. per week was agreed upon, accounts to be settled weekly. A informed B that he would not use the car very often as he travelled about the country. B duly sent his account every week, but heard nothing further of A until May of 1931, when the account amounted to something like £5. A called and informed B that he could not pay the account and that he was endeavouring to sell the car, and if a person called for it at any time such person would pay the garage charges outstanding. At the end of May, C called at the garage and alleged that he had bought the car from A, but the only authority he produced was a receipt signed by A acknowledging the receipt of £10 for the purchase of the car. C, however, knew nothing of the outstanding garage charges and refused to pay it, and B therefore refused to part with the car. At the end of July, 1931, D called at the garage alleging that he had bought the car from C and produced a receipt for £12, but again B refused to hand over the car except upon payment of his charges and which C would not pay. The car is in fact worth at least £35. A has left the address which he gave B and his present whereabouts are unknown. The car has now been in the garage for nearly twelve months and the charges amount to about £28. The garage proprietor considers that the persons who called upon him alleging to have bought the car were really "in league" with A and were endeavouring to get the car out of the garage without paying the charges. B desires to know:—

(1) If he has the right to sell the car for his charges.

(2) If he did sell the car and C and D were in fact genuine purchasers, what rights would C or D have against him?

(3) If the position is that he must retain the car until the true owner or a genuine purchaser comes to him, would he have a lien against such purchaser. In view of the case of *Hatton* v. *Car Maintenance Co., Ltd.* [1915] 1 Ch. 621, B has no lien as against A.

A. (1) B has no right to sell the car for his charges, as a power of sale could only arise as a means of enforcing a lien, which does not arise in the absence of a claim for repairs.

(2) C or D would have a claim for damages for conversion, if their right to the car (as genuine purchasers) were defeated by a prior sale by B.

(3) B would have no higher right against a purchaser than against A, and therefore could claim no lien against a genuine purchaser. B's only method of repaying himself is to obtain judgment against A, issue execution, and then permit the high bailiff to seize the car for the purpose of sale, under the authority of the court.

Compensation for Improvement Line.

Q. 2292. A client of ours has been served with a notice by the local authority of the deposit of an improvement plan showing an improvement line proposed to be prescribed in accordance with s. 33 of the Public Health Act, 1925. Our client's premises extend some several feet beyond this line, and as the buildings are now becoming somewhat out of date the time may not be far distant when they or a purchaser from them might wish to reconstruct in the form of more modern buildings. Sub-section (5) of the above section would then preclude them building beyond the line and the site behind that line may be insufficient for any useful building to be erected on it. It would seem from this that our client's property must, immediately the line is prescribed, be injuriously affected and that if they were to offer them for sale, whether or not any question of reconstruction had arisen, the market price would be affected. We see that sub-s. (6) gives any person whose property is injuriously affected by the prescribing of an improvement line right to obtain compensation, but the point arises whether our clients must claim that compensation now or whether they can allow the matter to wait over until some question of reconstruction arises without danger of the claim to compensation by reason of the prescribing of the line under s. 33. We see note (*r*) on page 1580 in Vol. II of "Lumley's Public Health" (10th ed.) says no time is fixed within which such compensation may be claimed, but it occurs to us that if compensation is not claimed when the line is prescribed that the local authority might be able to set up a defence under the Public Authorities Protection Act or the general principle of laches. We see in note (*d*) to s. 308 of the Public Health Act, 1875, "Lumley," on p. 652 of Vol. I (10th ed.) says "*quære* whether there is any limitation of the time within which a claim must be made under this section. The limitation in s. 264 (now replaced by the Public Authorities Protection Act, 1893) has been held not to apply." From this it appears that the authors in April, 1930, had doubts as to whether some form of limitation might not apply.

A. It cannot be definitely stated that there is no time limit for claims, and it will therefore be advisable to take proceedings forthwith. It is also agreed that the general principle of laches (even if not a bar to a claim after the expiration of six months) would nevertheless weigh against the claimants on the assessment of compensation. Another reason for making the claim now is that, if and when the new line has come into existence, there may be an increase in rateable value. The local authority may thereby be able to show that the smaller building, in an improved thoroughfare, is worth more than the existing larger building, and that no case for compensation can therefore be established.

Joint Bank Account—Position on the Death of one of the Customers.

Q. 2293. A and B, *not* being partners within the Partnerships Act, 1890, are keeping a joint current account with a London bank. The arrangement with the bank is that either of the joint customers may draw without the concurrence of the other. The bank, on learning of the death of A, refuse to allow B to draw on the joint account. This appears not to be the only instance of such practice. "Halsbury, Laws of England," Vol. I, p. 604, and "Paget, Law of Banking," 2nd ed., p. 18, can hardly be reconciled with it. Is it perhaps due to a desire to safeguard the departments concerned with the collection of death duties? May the bank continue their refusal until probate has been granted or to any other date? What are the remedies of the surviving customer?

A. It is difficult to advise adequately on this point without seeing the authority given to the bank. If this mandate did not expressly authorise the survivor to operate on the account, it would appear that the attitude adopted by the bank is justified, seeing that the bank is not concerned with the equities affecting the moneys in the account. Further, s. 75 (2) of the Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), would also seem to bear on the point. We do not suppose that the bank is in any way actuated by a desire to facilitate the collection of death duties, but would rather imagine that it is solely concerned with the discharge of what it conceives to be its duties and its own protection. We take it that the present attitude will be maintained until representation is obtained in the estate of A, when B and the personal representatives of A will be in a position to satisfy any reasonable requirement of the bank.

Effect of Joint Notice to Quit.

Q. 2294. A and B are tenants of a farm. In the events which happened A and B agreed that it would be advisable for A to become sole tenant of the farm, and without advice A and B, thinking a notice to quit was necessary for the re-adjustment of the tenancy, wrote to the agent for the landlord: "We hereby give you notice to quit ——— Farm on 6th April, 1932, with a view to re-arrangement (signed A and B"). No acknowledgment was given of the notice, but the landlord has since sold the farm with vacant possession on the 6th April, 1932. The landlord asked A to sign a consent to the sale, but he refused. A has asked our opinion as to whether (1) he is bound to give possession on 6th April, 1932; (2) if the answer to (1) is in the affirmative, whether he has any claim for compensation for improvements and disturbance?

A. The phrase "with a view to re-arrangement" in the notice to quit did not invalidate the notice, as its effect was to give the landlord an option to enter into a new contract. The notice would therefore have been good (under *Ahearn* v. *Bellman* (1879), 4 Ex. D. 201) even if the landlord had disputed it, which is not the case here. The opinion is therefore given that (1) A is bound to give possession on the 6th April, 1932, and (2) A will have a claim to half of whatever sum may be due for improvements, but no claim can be made for disturbance.

Apportionment of Standard Rent.

Q. 2295. Part of a dwelling-house was let in 1915 to A, who subsequently sub-let two rooms to B. A claims the protection of the Rent Restrictions Acts, and B wishes to obtain the standard rent for the purposes of apportionment. The house had never been let in separate portions before 1915. Before 1915 the whole house was vacant for some twenty to twenty-five years, and A is unable to ascertain at what rent it was then let. Is the standard rent for the purposes of apportionment the sum at which the portion was let to A in 1915, or in view of the decision in *Woodward* v. *Samuels* (1920) W.N. 82, an apportioned part of the unknown rent of the whole house some thirty-five to forty years ago?

A. The above is apparently a case in which the whole house had never been let, and therefore there was no standard rent of the whole house to apportion. See *Valentine* v. *Corbett*, "Estates Gazette," 5th April, 1924. The only standard rent capable of apportionment is therefore that in respect of the portion let to A in 1915, and the case is not within *Woodward* v. *Samuels*, *supra*, which was decided on the particular facts, i.e., conversion of a house into flats by structural alteration.

Notes of Cases.

High Court—King's Bench Division.

T. W. Bennett & Co. Ltd. *v.* Smith.

Swift and Charles, JJ. 28th July.

MONEYLENDER—DEFECTIVE MEMORANDUM COPY—INSUFFICIENT DATE—MONEYLENDERS ACT, 1927 (17 & 18 Geo 5, c. 21), s. 6.

Plaintiff's appeal from a decision of the judge of the Southwark County Court.

The plaintiffs in this action, T. W. Bennett & Co. Ltd., registered moneylenders, claimed to recover from Henry Arthur Smith £30, the balance alleged to be due in respect of a loan of money and interest thereon. In the county court the action was dismissed on the ground that the copy of the memorandum delivered to the borrower did not comply with the requirements of s. 6 of the Moneylenders Act, 1927, inasmuch as the date of the loan, the 7th October, 1929, appeared on the copy merely as "10.1929." A bill of sale had been given as security for the loan, which was referred to in the memorandum and in the copy, and the bill of sale did contain the date the 7th October, 1929, and the defendant had been supplied with a copy of the bill of sale. The copy was also defective in that it did not contain the signatures of the parties and the witness, nor the names of the lenders. The plaintiffs now appealed.

SWIFT, J., said that before an action could be brought by a moneylender he must show something more than that a memorandum had been made. He must show that a copy of that memorandum had been delivered to the borrower within seven days of the making of the contract. The document which the plaintiffs in this case gave to the defendant as a copy of the memorandum had not on it the name or address of the lenders, or of the borrower or the witness, and, in addition, the date was inserted as "10.1929," without giving any day of the month. So far as there was to be attached special importance to any of the matters put in the memorandum, he thought that the date was of special importance, for, unless the date was put in, the borrower could not check the calculation of the interest. It had been said that all the matters were trivial and ought not to vitiate the transaction. He did not agree. The copy must be a true one: *Eldridge and Morris* v. *Taylor*, 47 T.L.R. 516; *Reading Trust Ltd.* v. *Spero*, 74 SOL. J. 12; [1930] 1 K.B. 492; and *Sherwood* v. *Deeley*, 75 SOL. J. 345; 47 T.L.R. 419, were referred to. The decision of the county court judge was correct and the appeal must be dismissed.

CHARLES, J., agreed.

COUNSEL: *Richard O'Sullivan*, for the appellants; *Broadbent* for the respondent.

SOLICITORS: *Ashby & Rogers*; *H. N. & E. H. Philcox.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Raymond *v.* Wooten.

Swift and Charles, JJ. 27th July.

AGENT—OFFER FOR PURCHASE OF HOUSE—SUBJECT TO CONTRACT—HIGHER OFFER ACCEPTED BY VENDOR—CLAIM FOR COMMISSION—NO CONCLUDED CONTRACT.

Defendant's appeal from a decision of the judge of the Willesden County Court.

In the action the defendant, Mrs. R. G. Wooten, had employed the plaintiff, Leslie Raymond, an estate agent, to find a purchaser for her house at 23, The Drive, Golders Green, in May, 1930, on the terms that he should be sole agent for one month, but that thereafter the agency was to be at large. She was asking £1,750 for the house. No purchaser was found during the first month, but in September the plaintiff obtained an offer to purchase for £1,550. That offer, which was communicated to the defendant, was stated to be "subject to contract," and also subject to the intending purchaser carrying out an inspection of the house and being satisfied therewith. After the inspection the intending purchaser submitted a second offer of £1,450, also subject to contract, and on the 11th September, 1930, the defendant telephoned the plaintiff accepting the offer conditionally on a deposit being paid. The deposit was paid to the plaintiff on the 15th September, but on the same day the defendant obtained and accepted another offer of a larger price from another firm of estate agents, to whose client the house was eventually sold, and the defendant withdrew her acceptance of the first offer, being entitled to do so, she alleged, because it was "subject to contract." The plaintiff thereupon claimed that he was entitled to commission as having introduced a ready and willing purchaser. In the county court judgment was given for the plaintiff. The defendant now appealed.

CHARLES, J., said that the question for decision was what was the position of an agent who, being instructed with others, to sell a house, procured an offer to purchase "subject to contract," which was accepted "subject to contract," and the sale subsequently went off owing to the intended vendor obtaining a better offer. It was said in *Keppel* v. *Wheeler* [1927] 1 K.B. 577, that where an offer was accepted "subject to contract" the matter remained in negotiation, and there was no concluded bargain. Applying that principle to the present case, it was plain that the plaintiff had not completely performed his duty to the defendant until a binding contract had been entered into. He therefore could not recover commission. The defendant had done nothing which she was not entitled to do and was not in default in any respect. The appeal would be allowed.

SWIFT, J., delivered a judgment to the same effect.

COUNSEL: *Sir John Cameron*, for Mrs. Wooten, the defendant; *W. E. P. Done*, for Raymond, the plaintiff.

SOLICITORS: *Haslewood, Hare & Co.*; *J. E. Lickfold and Sons.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Chief Baron Montagu died on the 1st October, 1723. He had been a member of the Court of Exchequer for almost nine years, but had only presided since May of the previous year. His successful career at the Bar was not altogether untroubled, for though it eventually led him to the offices of Solicitor-General and Attorney-General, his forensic duties once caused him to be placed under arrest for over a fortnight. In 1704 he moved for a writ of Habeas Corpus on behalf of certain Aylesbury men who had ventured to bring an action against a returning officer and had been clapped into Newgate Gaol for alleged breach of Parliamentary privilege. So strongly did he plead against the excessive pretensions of the Commons that he, too, was seized and committed to the custody of the Sergeant-at-Arms, where he remained until the Queen prorogued Parliament. Thus was English liberty safeguarded by the growth of the House of Commons.

FALSE ALARMS.

Recently, Sir Arthur Denman, the clerk of assize of the south-eastern circuit, son of a judge and grandson of a Chief Justice, had to contradict an unfounded press rumour of his impending retirement. Born in 1857, the year of the Indian Mutiny, he is still comparatively young among our indefatigable legal veterans. But rumour too is indefatigable, though there are various ways of dealing with her. When, for example, Lord Esher, M.R., used to hear whispers of his expected resignation, it was his practice to appear in court in a brand-new wig. Once, on the last day of the Trinity sittings,

he prepared a little excitement for the Bar. "And now, gentlemen, I must wish you all good-bye," he said as he rose, adding, after a pause long enough for the sensation at the expected announcement to be noticeable, "until after the Vacation." Sometimes, perhaps, reports spring from the hopes of expectant reversioners, such as that Attorney-General who made solicitous inquiries after the health of a certain judge just recovered from a short illness, and received the reply: "Mr. Attorney, I am in *horribly* good health."

HAVING IT BOTH WAYS.

The motorist at Tottenham Police Court who received so much attention in the press for conducting both the police case and his own had no very subtle task. "My car silencer was noisy. That is the police case. I admit it. That is mine," he said. Much more paradoxical was the position of the barrister, in the story told with so many variations, who found himself obliged to provide arguments on both sides of the same case. The actual genius was Sir Richard Bethell, afterwards Lord Chancellor, who had inadvertently drawn a bill against a client for whom he had a standing retainer. Thus he found himself required in court to demolish his own work. Describing the bill as "the flimsiest of all the cobwebs ever spun in a court of justice," he succeeded in completely undermining what he said afterwards was "as good a bill as was ever filed."

STRANGE OATHS.

A short-sighted witness at Tottenham recently gave novelty to the form of oath by swearing to speak "the truth and nothing but the wild truth"—an effort almost worthy to stand beside that classic distortion once administered from memory to a Cornish jury bailiff by a clerk who had mislaid the form of oath. Repetition has propagated many versions, but the simplest, besides being the most amusing, is also the most probable, because it comes nearest to the proper formula. Thus it runs: "You shall keep this jury in some private inconvenient place without meat, drink, fire or clothing. You shall not suffer them to speak to one another, neither shall you speak to them yourself, except to tell them what their verdict should be. So help you God!" A propos of mislaying the form of oath, an individual who had fortified himself for the ordeal of the witness-box with more than the necessary stimulant, recently appeared in a London police court. The present writer, who represented him, was afterwards informed by a hilarious constable that his client nearly got himself prosecuted for larceny—as he was leaving the court it had been discovered that he was taking the oath card with him.

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Scotland).
Royal Assent. [31st July.

*Agricultural Land (Utilisation).
Royal Assent. [31st July.

*Agricultural Marketing.
Royal Assent. [31st July.

*Agricultural Produce (Grading and Marketing) Amendment [H.L.] Royal Assent. [27th July.

*Ancient Monuments [H.L.].
Royal Assent. [12th June.

Architects (Registration).
Royal Assent. [31st July.

British Sugar Industry (Assisted).
Read Third Time and passed. [28th July.

Coal Mines.
Royal Assent. [8th July.

Destructive Foreign Animals [H.L.].
Read Third Time. [20th July.

*Expiring Laws Continuance.
Royal Assent. [19th December, 1930.

Finance.
Royal Assent. [31st July.

Gold Standard (Amendment).
Royal Assent. [21st September.

*Housing (Rural Workers) Amendment.
Royal Assent. [8th July.

Housing (Rural Authorities).
Royal Assent. [31st July.

Improvement of Live Stock (Licensing of Bulls).
Royal Assent. [31st July.

Isle of Man (Loans).
Royal Assent. [31st July.

Local Authorities (Admission of Press to Meetings) [H.L.].
Royal Assent. [11th June.

Local Authorities (Publicity).
Royal Assent. [12th June.

Local Government (Clerks) [H.L.].
Royal Assent. [31st July.

London Squares Preservation.
Read Third Time. [7th May.

Marriage (Prohibited Degrees of Relationship).
Royal Assent. [31st July.

Merchant Shipping (Safety and Load Line Convention).
Read Third Time. [7th July.

Mining Industry (Welfare Fund).
Royal Assent. [8th July.

*Pharmacy and Poisons [H.L.].
Read Third Time. [30th April.

Prevention of Imports of Convict or Forced Labour.
Read Third Time. [15th July.

Probation of Offenders (Scotland).
Royal Assent. [31st July.

Public Offices (Sites) Amendment.
Commons Resolutions agreed to. [30th April.

*Representation of the People (No. 2).
Read Third Time. [21st July.

Representation of the People (No. 2).
Report. [16th July.

Road Traffic (Amendment) [H.L.].
Royal Assent. [31st July.

Salvation Army.
Royal Assent. [31st July.

Sentence of Death (Expectant Mothers).
Royal Assent. [8th July.

Small Landholders and Agricultural Holdings (Scotland).
Royal Assent. [31st July.

Unemployment Insurance (No. 3).
Royal Assent. [31st July.

Unemployment Insurance (No. 2).
Royal Assent. [8th July.

Unemployment Insurance (No. 4).
Read Third Time. [8th July.

*Widows, Orphans and Old Age Contributory Pensions.
Royal Assent. [12th June.

Wills and Intestacies.
Reported without Amendment from Joint Committee. [17th June.

Workmen's Compensation.
Royal Assent. [12th June.

House of Commons.

Access to Mountains.
Read First Time. [12th May.

*Consumers' Council.
Read Second Time. [31st March.

Criminal Justice (Amendment).
Read First Time. [28th April.

Employment Returns.
Read Second Time. [17th April.

Exportation of Horses (No. 2).
Read Second Time. [30th July.

Fancy Jewellery (Standard Trade Descriptions).
Read First Time. [19th May.

Finance (No. 2).
Read Second Time. [23rd September.

Fire Brigade Pensions.
Read First Time. [19th May.

Hospital Lotteries.
Rejected on First Reading. [19th May.

Leasehold Enfranchisement.
Motion for Second Reading. [1st May.

Local Authorities (Admission of the Press).
Royal Assent. [11th June.

Local Authorities (Publicity).
Royal Assent. [11th June.

London Passenger Transport.
Joint Committee. [10th June.

Mining Industry (Welfare Fund).
Read Third Time. [12th May.

National Economy.
Read Second Time. [14th September.
National Industrial Council.
Second Reading deferred. [30th April.
Petroleum.
Read Second Time. [19th June.
Pharmacy and Poisons.
Read First Time. [1st May.
Proprietary Medicines.
Read First Time. [11th May.
Public Offices Sites (Amendment).
Withdrawn. [29th June.
Public Works Loans.
Read Third Time (as amended). [9th September.
Rabbits.
Read Second Time. [7th November, 1930.
Registration and Regulation of Osteopathy.
Withdrawn. [12th May.
Religious Persecutions (Abolition).
Read First Time. [19th May.
Rent (Reduction and Control).
Read Second Time. [19th June.
*Representation of the People (No. 2).
Read Third Time. [2nd June.
Rights of Railway Passengers.
Read Second Time. [1st July.
Rural Amenities.
Withdrawn. [14th April.
Sharing Out Clubs (Regulation).
Read Second Time. [24th April.
Shops (Sunday Trading Restriction).
Read Second Time. [8th May.
Small Landholders and Agricultural Holdings (Scotland).
Lords' Amendment Agreed to. [28th July.
Solicitors.
Read First Time. [3rd November, 1930.
Solicitors (Clients' Accounts).
Read Second Time. [23rd January.
Summary Jurisdiction (Appeals).
Read Second Time. [24th April.
*Sunday Performances (Regulation).
Read Second Time. [20th April.
Third Parties (Rights against Insurers).
Read First Time. [6th May.
*Town and Country Planning.
Considered in Committee. [21st May.
Trade Disputes and Trades Union (Amendment).
Reported to House as amended. [3rd March.
Unemployment Insurance (No. 4).
Read Third Time. [1st July.
Vaccination.
Read First Time. [29th March.
War Pensions (Amendment).
Read First Time. [21st July.
Wireless Telegraphy (Bedridden Persons).
Read Second Time. [5th June.
Workmen's Compensation.
Royal Assent. [11th June.
Works Councils.
Second Reading deferred. [30th April.

* Government Bill.

House of Commons.

Questions to Ministers

RATES OF WAGES BILL.

Mr. MANDER asked the Prime Minister if he will consider the possibility of passing into law by general consent the Rates of Wages Bill, presenting proposals agreed to by representatives of employers and employed.

THE PRIME MINISTER: In accordance with the general policy announced by the Government, it will not be possible, in present circumstances, to proceed with this Bill. [16th September.

INCOME TAX (DIVIDENDS DEDUCTION).

Captain TODD asked the Chancellor of the Exchequer whether any provision, in relation to the deduction of income tax from dividends and interest, will be made in the coming Finance Bill to meet the case of companies and others who have already prepared warrants showing deductions at 4s. 6d. in the £ for payments at dates which may prove to be subsequent to the passing of the Finance Act and who would find it impracticable to prepare fresh warrants within the limited time available.

Mr. P. SNOWDEN: The Finance Bill will include provisions to legalise deductions by reference to the standard rate of 4s. 6d. in the £, although they may be made after the passing of the Finance Act, if they are in fact made before 15th October next. The Bill will also contain provisions relating to the subsequent adjustment of under-deductions of tax in such cases. As was recently explained in answer to a question on a cognate matter, in the case of dividends of British companies, other than dividends payable on preferred shares at a fixed gross rate per cent., no question of any adjustment need arise because, under the existing law the net amount of any such dividend will be taken for all income tax purposes to represent income of such an amount as, after deduction of tax by reference to the increased rate of 5s., is equal to the net amount paid. [16th September.

JUSTICES OF THE PEACE (APPOINTMENTS).

Mr. LAWTHER asked the Attorney-General if he will consider in future appointments of magistrates the length of residence in the borough or county where they hold office, as well as public service that persons have had, in order that citizens will be in a position to judge the qualifications for appointments.

The ATTORNEY-GENERAL (Sir William Jowitt): Regard has been, and will continue to be, paid to these considerations. [16th September.

INCOME TAX PAYMENTS.

Mr. MILLS asked the Chancellor of the Exchequer whether he has considered the suggestion that teachers and other persons liable to income tax may be allowed to spread the increased payments over a longer period instead of having to find three-quarters of the whole year's tax by 1st January; and whether a system of stamp payment will be considered to allow of weekly contributions.

Mr. P. SNOWDEN: This raises a question which cannot be dealt with suitably within the limits of a Parliamentary answer, but I will look into the matter. [22nd September.

CO-OPERATIVE SOCIETIES (INCOME TAX).

Sir COOPER RAWSON asked the Chancellor of the Exchequer whether he will consider subjecting the income derived from the reserves of co-operative societies, irrespective of the particular mode of investment and any net profits which are not actually returned periodically to members by way of dividend or discount on purchases, to income tax charges in the present Budget.

Mr. P. SNOWDEN: The hon. Member will appreciate that I cannot at this stage add to the proposals sanctioned by the House in the Budget resolutions. (22nd September).

COAL MINES ACT.

Mr. POTTS asked the Secretary for Mines whether he is aware that a colliery near Barnsley which has been idle for about two years still has an allocation quota of 80,000 tons per annum; and whether, seeing that the workmen who worked at the colliery reside mainly within the Darton council's area, he will introduce amending legislation to ensure this 80,000 tons remaining within the locality to which it belongs.

Mr. FOOT: I am aware of the action taken in this case, which is not contrary to the provisions of the Act. I can hold out no hope of amending legislation. (22nd September).

MERCHANT SHIPPING (SAFETY AND LOAD LINE CONVENTIONS) BILL.

Mr. EDE asked the Prime Minister if he will state the Government's intention with regard to the Merchant Shipping (Safety and Load Line Conventions) Bill.

Mr. S. BALDWIN: I regret that from inquiries which have been made it appears that this Measure cannot be regarded as non-controversial, and therefore in the present circumstances there would appear to be no chance of its passage into law. (23rd September).

AGRICULTURAL CREDIT CONVENTION.

Mr. TURTON asked the Under-Secretary of State for Foreign Affairs whether the Government proposes to proceed with the guarantee of £120,000 per annum to the International Agricultural Credits Company.

Captain EDEN: For the present it is not proposed to proceed with the ratification of the Agricultural Credit Convention. [23rd September.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to appoint The Right Hon. WILLIAM ROBERT WELLESLEY EARL PEEL, G.B.E., to be Keeper of His Majesty's Privy Seal.

Mr. J. S. BUDGE, solicitor (Howes, Percival & Budge), Towcester, Northants, has obtained a General Faculty to practise as a Notary Public.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. WALTER HEDLEY, K.C., be appointed Recorder of Sheffield in place of the late Mr. W. J. Waugh, K.C. Mr. Hedley, who was born in 1879, is the son of Dr. John Hedley, of Middlesbrough, and was educated at Uppingham and King's College, Cambridge. He was called to the Bar at the Inner Temple in November, 1904, and took silk in 1928. After holding the appointment of Recorder of Richmond (Yorkshire) from 1920 to 1928, he was, in the latter year, appointed Recorder of Newcastle-on-Tyne.

The Secretary of State for Scotland has appointed Mr. JAMES MACPHERSON, solicitor, to be Clerk of the Peace for the County of Stirling in the place of the late Mr. Andrew C. Buchanan.

Mr. BERNARD H. A. FORBES BERLYN, Barrister-at-Law, has been appointed the First Puisne Judge of the Supreme Court, Leeward Islands. Mr. Berlyn, who is at present Second Puisne Judge, was called by Gray's Inn in 1921.

THE LAW SOCIETY'S SCHOOL OF LAW.

The autumn term will open on 28th September. Lectures will commence on 30th September. Copies of the detailed time-table can be obtained on application to the Principal's secretary.

The Principal will be in his room to advise students on their work, on Monday, 28th September (students whose surnames commence with the letters A–K), and Tuesday, 29th September (students whose surnames commence with the letters L–Z), from 10.30 a.m., to 12.30 p.m., and from 2 p.m. to 5 p.m.

The subjects to be dealt with during the term will be, for intermediate students, (i) Public Law, (ii) Status and Personal Property, (iii) Criminal Law and Procedure and Civil Procedure, (iv) Elementary Equity, and (v) Accounts and Book-keeping. The subjects for final students will be, (i) Bankruptcy and Company Law, (ii) Law of Property, and (iii) General Principles of Contract. There will also be courses on (i) Equity, and (ii) Tort, for Honours and Final LL.B. students, and on (i) The English Legal System, and (ii) Roman Law, for Intermediate Degree students.

The courses on (i) Status and Personal Property, and (ii) Criminal Law and Procedure and Civil Procedure, will be taken in the morning (Status and Personal Property, 11 a.m. to 1 p.m., Criminal Law and Procedure and Civil Procedure, 10 a.m. to 12 noon), and in the afternoon (4 p.m. to 6 p.m.).

Intermediate students must notify the Principal's secretary before 28th September, on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's secretary.

N.E. CIRCUIT ASSIZES.

The following have been fixed as Commission Days for the Autumn Assizes on the North-Eastern Circuit :—

Newcastle, 31st October (civil and criminal); Durham, 12th November (criminal); York, 19th November (criminal); Leeds, 26th November (civil and criminal).

Mr. Justice Roche will travel the whole of the Circuit and will be joined at Leeds by Mr. Justice McCardie.

THE MIDLAND BANK LIMITED.

The Midland Bank Executor & Trustee Company Limited, an affiliation of the Midland Bank Limited, announce the appointment as a Joint General Manager of Mr. G. E. Baldry, formerly the principal of the Bank's Legal Department.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th September, 1931) 6%. Next London Stock Exchange Settlement Thursday, 8th October, 1931.

	Middle Price 23 Sept. 1931.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	83	4	16	5	—		
Consols 2½%	54	4	12	7	—		
War Loan 5% 1929-47	95	5	5	3	—		
War Loan 4½% 1925-45	93½	4	16	3	5	2	6
Funding 4% Loan 1960-90	85	4	14	2	4	15	0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	91	4	7	11	4	11	0
Conversion 5% Loan 1944-64	98	5	2	0	5	2	6
Conversion 4½% Loan 1940-44	93	4	16	9	5	5	0
Conversion 3½% Loan 1961	73	4	15	11	—		
Local Loans 3% Stock 1912 or after	62	4	16	9	—		
Bank Stock	240	5	0	0	—		
India 4½% 1950-55	65	6	18	6	7	13	0
India 3½%	48	7	5	10	—		
India 3%	40	7	10	0	—		
Sudan 4½% 1939-73	94½	4	15	3	4	15	10
Sudan 4% 1974	84½	4	14	8	4	17	6
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	80	3	15	0	4	9	1
Colonial Securities.							
Canada 3% 1938	89	3	7	5	4	17	6
Cape of Good Hope 4% 1916-36	95	4	4	3	5	2	6
Cape of Good Hope 3½% 1929-49	84	4	3	4	4	16	9
Ceylon 5% 1960-70	101	4	19	0	4	18	6
*Commonwealth of Australia 5% 1945-75	67½	7	8	2	7	10	6
Gold Coast 4½% 1956	98	4	11	10	4	12	6
Jamaica 4½% 1941-71	95	4	14	9	4	15	9
Natal 4% 1937	94½	4	4	8	5	5	0
*New South Wales 4½% 1935-1945	55	8	3	8	8	8	6
*New South Wales 5% 1945-65	60	8	6	8	8	8	6
New Zealand 4½% 1945	87½	5	2	10	5	17	6
New Zealand 5% 1946	92½	5	8	1	5	16	0
Nigeria 5% 1950-60	102	4	18	0	4	17	9
*Queensland 5% 1940-60	65	7	13	10	8	2	3
South Africa 5% 1945-75	97½	5	2	7	5	3	1
*South Australia 5% 1945-75	70	7	2	10	7	6	0
*Tasmania 5% 1945-75	75½	6	12	5	6	15	0
*Victoria 5% 1945-75	70	7	2	10	7	6	0
*West Australia 5% 1945-75	70	7	2	10	7	6	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	62	4	16	9	—		
Birmingham 5% 1946-56	98½	5	1	6	5	2	3
Cardiff 5% 1945-65	97½	5	2	7	5	3	0
Croydon 3% 1940-60	73	4	2	2	4	15	0
Hastings 5% 1947-67	97½	5	2	7	5	3	1
Hull 3½% 1925-55	84	4	3	4	4	12	3
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4	14	7	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	52½	4	15	3			
London City 3% Consolidated Stock after 1920 at option of Corporation	63	4	15	3	—		
Metropolitan Water Board 3% "A" 1963-2003	60	5	0	0	—		
Do. do. 3% "B" 1934-2003	61½	4	17	7	—		
Middlesex C.C. 3½% 1927-47	87	4	0	6	4	13	3
Newcastle 3½% Irredeemable	74	4	14	7	—		
Nottingham 3% Irredeemable	62	4	16	9	—		
Stockton 5% 1946-66	97½	5	2	7	5	3	3
Wolverhampton 5% 1946-56	97½xd	5	2	7	5	3	10
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	77½	5	3	3	—		
Gt. Western Railway 5% Rent Charge	92½	5	8	1	—		
Gt. Western Rly. 5% Preference	67½	7	8	2	—		
L. & N.E. Rly. 4% Debenture	65½	6	2	2	—		
L. & N.E. Rly. 4% 1st Guaranteed	60	6	13	4	—		
L. & N.E. Rly. 4% 1st Preference	37¼	10	13	4	—		
L. Mid. & Scot. Rly. 4% Debenture	69	5	15	11	—		
L. Mid. & Scot. Rly. 4% Guaranteed	61	6	11	2	—		
L. Mid. & Scot. Rly. 4% Preference	38½	10	7	10	—		
Southern Railway 4% Debenture	73	5	9	7	—		
Southern Railway 5% Guaranteed	89½	5	11	9	—		
Southern Railway 5% Preference	62½	8	0	0	—		

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

APPOINTMENTS WANTED.

SOLICITORS' attention is called to Gibson and Weldon's Employment Register of former pupils. No fees charged.—Apply Gibson & Weldon, Law Tutors, 27, Chancery-lane, W.C.2.

ADMITTED Man with wide experience in conveyancing and other departments, requires post as manager or otherwise. Moderate salary. LL.B. with honours, Clifford's Inn Prize.—Box 862, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR seeks position, London; experienced Conveyancing, Probate, Company work. Last 16 years in two London firms: Shorthand, Costs, moderate salary; busy office preferred.—Box 861, Solicitors' Journal, 29, Breams-buildings E.C.4.

SOLICITOR, Commissioner, requires appointment in office in London area; general practice, chiefly Conveyancing and Probate; salary not so much considered, occupation chiefly required, reasonable return for services.—Box 859, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CONVEYANCING Clerk (23-24) desires change. Contract to completion; keen; studious; good knowledge property law; slight supervision; prospects essential; salary £4.—Write Box 847, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON Solicitor (25¾), with experience of County Council legal department, seeks temporary or permanent position in town clerk or clerk of councils' department.—Box 854, Solicitors' Journal, 29, Breams-buildings, E.C.4.

UNADMITTED Clerk (32), disengaged, desires engagement, City or West End preferred; competent with conveyancing (under very slight supervision), probate, trust, and all round general legal work; previous position nine years; moderate salary.—Wm. R. Webb, Fir Holt, Bayham-road, Sevenoaks, Kent.

YOUNG SOLICITOR (March 1931 Finalist), Second-Class Honours, desires post; chiefly experienced conveyancing, probate, trust and general practice; moderate salary to commence; temporary post considered.—Box 830, Solicitors' Journal, 29, Breams-buildings, E.C.4.

HONOURSMAN (Admitted), 24; Public School, requires Clerkship. Experience, Conveyancing, Probate, Litigation and General Work. Capable Advocate. Preferably post with prospects. Some advocacy essential. Salary by arrangement.—Box 826, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 24 (Honours), desires appointment, 6½ years' experience in busy general country practice. Admitted April, 1930; conveyancing, probate and special experience in work of clerk to justices.—Box 790, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (over 20 years' experience conveyancing, probate and estate administration, etc.) desires managing clerkship, large or moderate office, or would manage probate or conveyancing department large office, or manage branch office. Box 775, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON SOLICITOR, with small practice, commissioner, member L.S., conveyancer with exceptional experience, is willing to assist solicitors in conveyancing, including perusing titles, drawing deeds, completions and other matters (not practice of courts), temporarily or on single transactions, or will act as locum tenens on terms to be arranged.—Box 799, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, LL.B. (Lond.); First-class Intermediate; admitted, seeks post North of England, preferably Newcastle-upon-Tyne; 5½ years in busy office; sound conveyancing (including building society work), probate and trusts experience; hard worker and can act without supervision; excellent references.—Box 838, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B., 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (26), admitted general experience in country practice, sound knowledge conveyancing and probate; conscientious worker. Small salary. Manchester or Liverpool districts preferred.—Box 840, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (newly admitted), Public School and LL.B., with conveyancing experience, seeks post where further experience may be gained; experienced speaker and would undertake advocacy.—Box 710, Solicitors' Journal, 29, Breams-buildings, E.C.4.

JUNIOR Clerk, shorthand-typist, age 20, with knowledge of Courts and public offices, seeks post as outdoor clerk with good firm; 4 years' experience in solicitors' offices; good references; salary £2 per week.—Box 740, Solicitors' Journal, 29 Breams-buildings, E.C.4.

AN EXPERIENCED unadmitted Managing Clerk with good all-round knowledge of conveyancing, probate, trust and company work, desires engagement and is capable of acting without supervision. West End of London preferred.—Write Box 662, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

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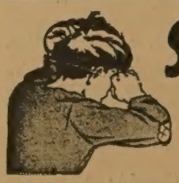

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